

COMMONWEALTH OF KENTUCKY  
KENTUCKY DEPARTMENT OF AGRICULTURE  
CONSUMER AND ENVIRONMENTAL PROTECTION  
DIVISION OF FOOD DISTRIBUTION  
107 Corporate Drive  
Frankfort, KY 40601

SUMMER FOOD SERVICE PROGRAM AGREEMENT  
2006

THIS AGREEMENT, made and entered into between the Commonwealth of Kentucky, Department of Agriculture, Division of Food Distribution, hereinafter referred to as the Department, and

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(Name of Summer Food Service Program)

hereinafter referred to as the Second Party. The Second Party certifies that it is operating a Summer Food Service Program for children of high school grade and under and that USDA Donated Foods will be used only solely for the use of students.

The Second Party hereby agrees to the following terms and conditions:

1. Food will be requested and accepted only in such quantities as can and will be fully utilized by the Second Party.
2. Foods received under this agreement will be used solely for the benefit of those persons served or assisted by the Second Party and will not be disposed of otherwise without prior written approval of the Department. Under no circumstances will USDA donated foods be sold or traded. Expenditures for food will be reduced because of the receipt of such foods.
3. Foods will be picked up at the point designated by the Department by the Second Party.
4. Facilities for proper handling and storing of donated foods requested and accepted will be provided. Any losses due to improper storage, care and handling will be the responsibility of the Second Party and must be replaced by a like food or cash. The Department and the USDA are authorized to inspect at any reasonable time the foods in storage or facilities and warehouse used in handling or storage of foods.
5. These foods will be served in a common dining room, whenever possible and there will be no distinction or segregation whatever between paying and nonpaying persons in the type of meals served and the manner in which they are served.
6. The unused portion of any food donated will be transferred to a school upon permission from Department. Such food will be delivered by the camp official to the point specified by the Department.
7. Services of a Food Service Company must not be used unless written approval is given by the Department.

8. Containers received with the donated foods will be used in with instructions prescribed by the Department.
9. When purchasing food products with Federal funds, the Second Party shall, whenever possible, purchase only food products that are produced in the United States as defined in 7 CFR 250.23.
10. The Second Party will maintain the following at the feeding site:
  - a. Copies of promotional materials (brochures, radio or newspaper announcements, etc.) which contain a statement that rules for acceptance and participation in the program are the same for everyone with regard to race, color or national origin.
  - b. The official USDA "And Justice for All" poster must be prominently displayed.
  - c. A copy of the current agreement with the Department maintained on site.
9. The Second Party hereby agrees that it will comply with Title VI of the Civil Rights Acts of 1964 (P. L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P. L. 93-112), Age Discrimination Act of 1975 (P. L. 94-135) and all requirements imposed by the regulations of the USDA (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
10. Books and records pertaining to the receipt and use of USDA donated foods will be kept for a period of not less than 3 years after June 30 of the year to which they pertain, and reports furnished to the Department as required. The Second Party will maintain the following books and records: (a) a record and supporting related documents of all foods received, including date and quantity, (b) a daily record of the number of participants to who meals are served, )c) and an accounting of container funds. The Department and USDA are authorized to inspect such books and records at any reasonable time and place to insure compliance with the above conditions.
11. Right of Inspection and Audit: Representatives of USDA or the Department may inspect commodities in storage or the facilities used in the handling or storage of such commodities and may inspect and audit all records including financial records and reports pertaining to the distribution of commodities and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.
12. Either party may terminate this agreement by giving thirty (30) days notice in writing to the other party. The Department may cancel this agreement upon receipt of evidence that the terms and conditions thereof have not been fully complied with. Subject to such notice of termination or cancellation of the agreement, the Second Party agrees to comply with the instructions of the Department, either (a) to distribute all remaining inventories of food in accordance with the provision of this agreement or (b) to return such inventories to Department and to transmit such reports as are required by

Department to record final disposition of such inventories. Any termination of this Agreement by the Department shall be in accordance with applicable laws and regulations.

### 13. CHOICE OF LAW AND FORUM PROVISION:

All questions as to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECOND PARTY: (Name of SFSP)

DEPARTMENT OF AGRICULTURE  
Division of Food Distribution  
107 Corporate Drive  
Frankfort, KY 40601

\_\_\_\_\_  
Name of Second Party

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Name of Administrator (Type or Print)

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director  
Division of Food Distribution

\_\_\_\_\_  
Date

You agency has been approved to receive \$\_\_\_\_\_ Federal Funds through the Summer Food Service Program to be used to purchase fresh produce during the month of June 2006. All funds must be expended during May or June, if funds not expended will be lost.

Any Second Party participating in the USDA Food and Nutrition Service and the Kentucky Department of Education, Nutrition and Health Services Fresh Fruit and Vegetable Project administered by the Department shall ensure the following:

The Second Party is required to:

1. Ordering:
  - A. Place orders for fresh product directly with the Defense Subsistence Office (DSO) either using the Electronic TAP-IT System;
  - B. When ordering fresh product, the Second Party shall include the five digit item code, quantity, requisition number and requested delivery date (consistent with established lead times);
  - C. When ordering fresh product, the Second Party shall identify any unique ordering requirements (e.g., count, size or grade) for DSO to ensure that accurate quality and quantity of fresh product are purchased; and
  - D. Notwithstanding normal ordering schedules and lead times, the Second Party may contact the DSO to order from available DSO stocks on hand of fresh product in cases of an emergency.
2. Shipment and Delivery:
  - A. When the fresh product is shipped to the Second Party (rather than picked up by the Second Party at a DSO warehouse), the Second Party shall be responsible for off loading the fresh product from the tailgate in an expeditious manner; if the Second Party is delinquent in off loading and detention charges accrue, the Second Party will be responsible for the detention and other charges caused by the delay.
  - B. Unless otherwise directed by DSO, the Second Party shall exchange any pallets received from prior shipments or from pallets on hand.
  - C. The Second Party shall notify DSO if the shipment has not arrived within one hour of the scheduled delivery time and take any corrective action requested by DSO;
  - D. Prior to accepting any shipment, the Second Party shall count and verify the shipment and annotate any overages or shortages on the vendor's ticket or government bill of lading;
  - E. Prior to accepting any shipment, the Second Party shall inspect the fresh product and call the DSO if there is any nonconformance, such as product quality or product damaged during shipment, to determine disposition of

the product. DSO shall evaluate any nonconforming fresh product, utilizing field buyers, DSO Produce Specialists or Food and Consumer Services (FCS) or Agricultural Marketing Service (AMS) representatives, and advise the Second Party as to whether to accept or reject the product and what actions to take if the fresh produce that has been accepted is later determined to be nonconforming.

- F. Acceptance of a shipment shall be made by signing the delivery ticket or government bill of lading;
  - G. The Second Party shall transmit the vendor's delivery ticket to DSO by mail or facsimile on a weekly basis; and
  - H. Within 24 hours of delivery, the Second Party shall notify DSO of any quality or condition defect of the fresh product discovered after acceptance of the fresh product.
3. The DSO shall purchase and arrange delivery of the fresh product to the Second Party and shall perform the following:
- A. In consultation with the Second Party, establish a regular ordering schedule and the necessary lead times for orders, taking into account the needs of the Second Party. If requested by the Second Party, the ordering schedule shall permit orders as frequently as daily if economically feasible, provided that orders for volume buys must be placed at least ten (10) days before the requested delivery date.
  - B. Not later than the 25th day of each month, provide the Second Party with DPSC Form 1931 listing the fresh products expected to be available for the subsequent month and the item codes for each of these fresh products;
  - C. Provide the Second Party with a monthly news flash containing any new or updated information on fresh product availability, fresh product and market conditions, best buys, expected price fluctuations, new items, and any other market information of interest;
  - D. Repeat all order information received telephonically from a Second Party to verify the accuracy of the order;
  - E. If DSO does not receive an order from a Second Party in accordance with the established ordering schedule contact the Second Party to determine if orders will be made;
  - F. At the time of ordering, notify the Second Party of any fresh product available at an economic price due to market conditions of which the Second Party was not previously notified;
  - G. Make any item not available when ordered, available to be ordered by the Second Party as soon as it becomes available.

- H. In cases of emergency, fill orders from stock on hand or arrange delivery directly from a vendor to a Second Party; and
- I. Before filling any order, check to ensure that the order will not cause the dollar allocation for the Second Party to be exceeded.

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